

("Attachment J.42")

Amendment No. 10

**Copy of the Collective Bargaining Agreement between Chartwells
School Services Division and Teamsters Local 639**

From October 01, 2008 through September 30, 2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CHARTWELLS SCHOOL SERVICES DIVISION

AND

TEAMSTERS LOCAL 639

FOR

THE DC PUBLIC SCHOOL SYSTEM

October 1, 2008 through September 30, 2013

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of October, 2008 by and between Chartwells/Thompson, divisions of Compass Group (hereinafter referred to as the "Company or the "Employer") and DRIVERS, CHAUFFEURS AND HELPERS LOCAL UNION #639, in affiliation with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union"), party of the second part.

ARTICLE 1 – RECOGNITION

A. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation, or any part thereof is sold, leased assigned or placed into receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give prior notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union, and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of the Agreement.

B. Chartwells recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of negotiating wages, hours and other conditions of employment for all employees in the occupational units and classifications as hereinafter defined:

Cafeteria Management Unit

Food Service Foreman,

Cafeteria Worker Unit

Cook

Food Service Worker Lead

Food Service Worker

Food Service Driver/Warehouseperson

C. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the employees covered by this Agreement is vested exclusively with Chartwells/Thompson, divisions of Compass Group.

ARTICLE 2 – DEFINITIONS

Except as otherwise stated in this Agreement, wherever used herein, the respective terms hereinafter set forth in this Article shall have respective meanings as follows:

- A. Employer – The term "Employer" shall mean Chartwells/Thompson, divisions of Compass Group.
- B. Union – The term "Union" shall mean Teamsters Local 639, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.
- C. Employee – The term "Employee" shall mean all full-time and part-time employees covered by this Agreement.
- D. Term of this Agreement – The phrase "Term of this Agreement" shall mean the period during which this Agreement is in force and effective as provided herein.
- E. Collective Bargaining – The term "Collective Bargaining" means negotiations between Chartwells/Thompson, a division of Compass Group and the Union on matters of wages, hours and other conditions of employment.
- F. The masculine or feminine gender when used in this Agreement shall be interpreted as referring equally to men and women and not as sex limitations.
- G. Supplemental Agreement – The term "Supplemental Agreement" means any additional agreement, supplement, amendment or extension mutually agreed to between the Employer and the Union.

ARTICLE 3 – EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any Agreement or contract with its employees, as employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

Probationary Period

All employees shall go through a probationary period of ninety (90) days.

ARTICLE 4 – SENIORITY

A. Principle of Seniority – The principle of seniority shall prevail at all times. Everything being equal, seniority shall prevail but fitness and ability shall be considered at all times. Seniority is defined as total length of service with the Employer. Discharge or resignation shall constitute a break in service. The last employee hired shall be the first employee laid off, and in rehiring, the last employee laid off shall be the first employee rehired. This shall not be interpreted or applied in any way inconsistent with federal law and/or DC Law. For

the purpose of application under this Agreement, seniority shall be maintained on an occupational unit basis.

B. Every October 1 the Employer shall furnish the Union with a seniority list showing the continuous service of each employee within that occupational unit.

C. An employee shall lose his seniority for the following reasons:

1. He quits or retires;
2. He is discharged and the discharge is sustained;
3. He obtains leave under false pretenses or engages in other employment during a leave of absence;
4. He does not notify the Employer of his desire to return to work five (5) days prior to the expiration of the extended leave of absence.

D. A dispute evolving under application of the seniority provision of this Agreement shall be a proper subject for the grievance procedure ending in binding arbitration.

ARTICLE 5 – UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

Section 1. Union Stewards

Union Stewards shall be elected by membership of the Union and shall be recognized as employee representatives in each work site. Union stewards shall be employed at the same work area or shifts as employees they are designated to represent. When a Union steward is transferred by an action of management (not including promotion or transfer at the employee's request), the steward may continue to act as steward for his/her former work site for a period not to exceed thirty (30) days from original notification. The Union will supply the Employer with lists of steward names which shall be posted on appropriate bulletin boards. The Union shall notify the Employer of changes in the roster of stewards. Stewards are authorized to perform and discharge Union duties and responsibilities which may be assigned to them under the terms of this Agreement.

Section 2. – Time for Performance of Duties

Stewards shall obtain permission from their immediate supervisors prior to leaving their work assignments to properly and expeditiously carry out their duties during a reasonable amount of official time to be estimated in advance whenever possible. Before attempting to see an employee, the Steward will obtain permission from the employee's supervisor. Such permission will be granted unless the employee cannot be immediately relieved from his/her assigned duties, in which case permission will be granted as soon as possible thereafter. If the immediate supervisor is unavailable, permission will be requested from

the next highest level of supervision. Requests by stewards for permission to meet with employees and/or by employees to meet with Stewards will not require prior explanation to the supervisor of the problem involved other than to identify the area to be visited and the general purpose of the visit, i.e., grievance investigation, labor-management meetings, negotiation sessions, etc.

A steward thus engaged will report back to his/her supervisor on completion of such duties and return to his job. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against a steward in the performance of such duties.

Union Security

In accordance with the law, all present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of the employment or on and after the 31st day following the effective date of this subsection or the execution date of this Agreement, whichever is later. This provision shall be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union so such effect, obligate the Employer to discharge such person.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiation shall not result in a mutually satisfactory Agreement, the Union shall be permitted all legal or economic recourse.

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Employer in compliance with this Article.

ARTICLE 6 – DRUG TESTING

If employees are required to have annual drug tests, the following provisions will apply. As the government institution responsible for the education, safety and well-being of students who attend D.C. Public Schools (DCPS). It is incumbent upon us to maintain a drug-free environment to the fullest extent permitted by law. Accordingly, all employees are hereby formally advised that the possession, use, sale, and influence of illicit or controlled substances or alcohol, not authorized by a physician continued to be prohibited either on school premises, at school-related activities, or in off-duty hours where such off-duty usage would affect the employee's or the agency's ability to perform effectively. In addition, we recognize that off the job use may signal a risk of use on the job.

(Procedures

A. Types of Tests and Drugs

1. A routine drug screening test, using the thin layer chromatography method, will be used to screen for the following drugs:

Drugs Screened

- a. Amphetamines
 - b. Methamphetamines
 - c. Phenmetrazine
 - d. Morphine or Heroin
 - e. Codeine
 - f. Demerol
 - g. Dilaudid
 - h. Quinine
 - i. Darvon
 - j. Methadone
 - k. Cocaine, Free
 - l. Cocaine, Metabolite (Benzoyllecogine)
 - m. Phenobarbital
 - n. Short acting barbiturates (Pento -, Seco -, Amo-, Butabarbital)
 - o. Pencyclidine (PCP)
 - p. Methaqualone
 - q. Phenothiazine
 - r. Cannabinoids
 - s. Alcohol
 - t. Any other illicit or controlled substances
2. If marijuana is detected in the initial testing, a confirmation test will be performed using the gas/chromatography/mass spectrometry method.
 3. All tests shall be conducted using screening and confirmation detection limitations consistent with currently established testing methods and capabilities.

B. Sample Collection Site

Employees will be advised of the designated times and locations for the collection of urine samples.

C. Chain of Custody

Specific procedures shall be followed to ensure accuracy of test results, authenticity of samples, and confidentiality. These procedures shall be explained to each employee prior to the collection of his or her sample. The procedures to be observed are as follows:

1. Each employee is to be called to the collection area individually and given an opportunity to discuss the procedures which will be employed.
2. The employee will execute a release of information form permitting the results of the test to be provided to the necessary Employer officials.
3. The employee will be given a sterile pre-labeled bottle and sent to a private bathroom for the collection of the urine. The employee will be instructed to wash and dry his/her hands thoroughly prior to urination and to return the bottle to a designated employee of the collection facility.
4. The collection site personnel shall inspect each specimen, in the presence of the employee, for warmth, color and signs of contaminants. Any unusual findings must be indicated on a chain of custody form. If the specimen appears suspicious, a new specimen must be collected under direct observation by a person of the same sex.

5. Following inspection, the specimen will be immediately poured into a shatterproof container.

The container will be securely capped and sealed with security tape or other sealable apparatus. The employee must then initial over the sealed area of the bottle. In addition to the employee's name, the container shall be labeled with the employee's social security number, the name of the collection site, and the date and time of the collection. The sample will remain in the view of the employee until it is sealed, initialed and placed in the envelope.

6. Specimens will be properly refrigerated and stored, in a secured area, to retain for testing. The specimen must be securely maintained at all times and chain of custody forms must be signed by all personnel handling the specimen whether for transportation, testing or storage. Every effort must be made to minimize the number of people handling the specimen in order to simplify and tighten the overall security. Any damage to a specimen must be immediately reported to the appropriate Employer representative and the employee will be scheduled for a new collection.

7. Specimens which test negative shall be disposed of as soon as possible. Specimens which test positive shall be automatically confirmed using a test which is different in format and chemical theory from the initial test procedure. All confirmed positive specimens shall be placed in long term frozen storage for a period of eighteen (18) months. If, at the end of this period, the storage facility has not been advised of the need to retain the specimens indefinitely, the specimens will be discarded.

D. Testing Results

1. Employees shall be immediately advised of their test results in a confidential manner. All employees who test positive shall be advised of the type of disciplinary action which will be imposed against them and of their appeal rights.

2. An employee who has once tested positive, and who is retained in an employment status with the Employer, will thereafter be subject to drug testing, without advance notice, during the school year in which the drug test was originally performed.

3. Employees who test positive and who are suspended rather than terminated, will be required to consult with the Chartwells/Thompson Employee Assistance Program (EAP) and to participate in any counseling required as a result thereof. Supervisors shall monitor the employee's progress and certify that the employee has complied with the requirements of the EAP.

4. Results of tests conducted by Employer pursuant to this directive shall not be provided to any agency, whether public or private, or to any individual within Chartwells/Thompson other than those with a demonstrated need to know.

ARTICLE 7 – ACCESS TO EMPLOYEES

The Union shall have access to all new and rehired employees to explain union membership, services and programs. Such access shall occur during either a formal orientation session or upon such employees' reporting to their work site within thirty (30) calendar days of employees' appointment or reappointment.

ARTICLE 8 – INSPECTION PRIVILEGES

Accredited representatives of the International Brotherhood of Teamsters, whether local Union representatives or Joint Council Representatives, shall be allowed on school property during the non-work period of employees covered by this Agreement to discuss Union business relative to the terms and conditions of this Agreement with them. Any Union representatives desiring to visit school property shall first secure permission from the administrator in charge and shall advise him/her of the reason for such visit. Employees shall not be hindered from fulfilling their work assignments. Access shall not be unreasonably withheld under this Article.

ARTICLE 9 – SERVICE FEES

In keeping with the principle that employees who benefit by the Agreement should share in the cost of its administration, the Union shall require that employees who do not pay Union dues shall pay an amount (not to exceed Union dues) that represents the cost of negotiation and/or representation.

ARTICLE 10 – DUES AND INITIATION FEES DEDUCTIONS

Upon receipt of a lawfully executed written authorization from an employee covered by this Agreement, Chartwells will insure the proper deduction biweekly from the pay of each such employees all dues and/or service fees, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions within seven (7) working days whenever possible, from when the deduction is made. All authorizations of deductions shall be irrevocable for the term of this Agreement unless the employee leaves the bargaining unit. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Article 9, Service Fees.

The Union shall indemnify, and defend and hold the Employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE 11 – DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employees earned a wage. DRIVE deductions and the revocation of such deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government.

The Union shall indemnify, defend and hold the employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the employer as a result of the deduction of DRIVE contributions, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the Employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE 12 – CREDIT UNION CHECK-OFF

The Employer agrees to deduct certain specific amounts each pay period from the wages of those employees who shall give the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union designated by Drivers, Chauffeurs and Helpers, Local Union 639, bi-weekly. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's net earnings shall be less than the amount authorized for deductions.

Credit Union deductions shall be made in accordance with the procedures of the Office of Financial Management, Pay and Retirement, District of Columbia Government. The Union shall indemnify, defend and hold the employer harmless against any and all claims, demands and other forms of liability which may arise from the operation of this Article. In any case in which a judgment is entered against the employer as a result of the deduction of dues or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, shall be returned to the employer or conveyed by the Union to the employee(s) as appropriate.

ARTICLE 13 – LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test. No provision of this Article shall apply to the extent that it may be prohibited by law.

ARTICLE 14 – BULLETIN BOARDS

A. Available space on existing D.C. Public School bulletin boards provided primarily for employee information and internal communications in locations where there are members of the bargaining units employed may be used by the Union to post materials dealing with:

1. Recreational and social affairs of the Union
2. Union elections
3. Report of the Union
4. Union Meeting notices

B. Notices and announcements shall not contain anything political or of a libelous nature.

C. The authorized Union representative shall have the responsibility of posting materials on the bulletin board and for keeping such notices timely.

ARTICLE 15 – PERSONNEL FILES

- A. The official files of all personnel within the units covered by this Agreement shall be maintained by Chartwells/Thompson Human Resources Division.
- B. Each employee shall have the right to examine the content of his personnel file, upon request, in the presence of a representative of the Chartwells/Thompson Human Resources Division.
- C. An employee shall have the right to answer any material filed in his personnel file and his answer shall be attached to the material to which it relates.
- D. An employee shall be permitted to reproduce or copy any material in his personnel file.
- E. An employee shall be notified of any confidential material which is placed in his personnel file.
- F. Upon written authorization by an employee, the Union representative may examine the employee's personnel file upon presentation of such authorization.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

A. Except for actions which may result in damage to school property, or may be detrimental to the efficiency and discipline of the school system, or may be injurious to other individuals, disciplinary measures shall be taken in the following order:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

An employee may be suspended immediately if the employee's behavior or condition constitutes a danger to the employee, other staff, students or the operation.

B. Any disciplinary action or measure imposed upon an employee must be received by the employee, if hand delivered or post marked (if mailed) within fifteen (15) work days of knowledge of the matter upon which the proposed action is based. It is understood that "knowledge of the matter" refers to the result of a reasonable and timely investigation. For example, if management is informed that something may require discipline, the knowledge of the matter starts at the conclusion of a reasonable and timely investigation.

C. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees and the public.

D. For suspension action of five (5) workdays or more, or discharge, an employee shall be notified in writing with a copy to the Union no later than fifteen (15) workdays prior to the effective date. The notice shall include the intended action, with reasons for the action so stated. From within five (5) workdays of receipt of the notice, the employee has the right to reply in writing, or in person, to all charges and to furnish any statements in support of his reply. The decision shall go in to effect as stated unless, upon consideration by the responsible official of all relevant facts, the action is to be modified, at which time the employee and the Union shall be so notified, in writing, of the modification.

E. The Employer shall not discipline or discharge any employee without just cause.

F. The Union or an employee shall have the right to take up any disciplinary action as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure.

G. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

H. In cases involving suspension of less than five (5) days only, no employee shall be suspended without first being given an advance written notice of five (5) workdays. A copy of such written notice shall also be sent to the Union.

ARTICLE 17 – GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, group of individuals covered by this Agreement, or the Union on behalf of an individual or group of individuals covered by this Agreement. The claims covered by this Grievance and Arbitration Procedure include, but are not limited to, claims covered by the National Labor Relations Act and claims alleging a unilateral change in the terms and conditions of employment.

Section 2. The parties agree that grievances must be processed and resolved as rapidly as possible. The number of days indicated at each step of the grievance procedure shall be considered maximum and every effort should be made to expedite the process. Failure on the part of management to respond within the time limits shall result in a grievance being automatically moved to the next step. The time limitations may be extended on a case-by-case basis by mutual agreement. Such extensions shall be in writing.

Section 3. The following constitutes the exclusive method for resolving grievances between the parties under this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Employer and the Union. Grievances involving suspensions or terminations will proceed in accordance with Step Two.

Step One:

Any employee believing he/she has suffered a grievance, shall, with the assistance of a union representative, submit a written grievance to the Zone Manager. In order to be a legitimate grievance, the issue must be discussed within 7 working days of its occurrence or when the grievant would have reasonably known of the violation. The Zone Manager shall give a written reply within 7 working days of submission of the Grievance.

Step Two:

If the Grievance is not resolved after Step 1, then within 5 working days of the answer, the Grievance shall be reduced to writing and provided to the District Manager. A copy of the grievance shall also be provided to the Regional Manager and the Labor Relations Manager. The written Grievance should list the specific provision(s) of this Agreement alleged to have been violated and remedy sought. Within 5 working days of the Grievance being filed in writing, a meeting shall occur between the District Manager, the Chief Shop Steward and the grievant in an effort to resolve the Grievance. The General Manager shall provide a written response within 5 working days of the meeting.

Step Three:

If the Grievance cannot be satisfactorily adjusted at Step Two, the matter may be referred by the Union, (or the Employer in the case of an Employer grievance), for final decision and determination to an impartial arbitrator. The parties may agree to a panel of arbitrators to hear Step Four grievances. If the parties are unable to mutually agree upon an arbitrator, a request for arbitration shall be filed in writing with the Federal Mediation and Conciliation Service (FMCS) requesting a panel of 7 arbitrators no later than 30 calendar days following the receipt of written Step 3 answer or the receipt of the written decision from the mediator as provided for in Step 3, paragraph 2 above.

The parties shall select an arbitrator from the FMCS panel by alternately striking names (grieving party shall strike first) until one name remains who shall be the "selected" arbitrator. The arbitrator selected through the above request for arbitration filing process shall hold a hearing promptly and shall issue a written decision not later than 30 calendar days from date of the close of the hearings or, if oral hearings have been waived, then from the date on which the written final statements and proofs on issues were submitted. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be bound and governed by the provisions of this Agreement and the arbitrator shall be limited to the interpretation of the terms set forth in the Agreement.

Costs of the arbitrator shall be shared equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring same.

Section 5: Training. For purposes of implementing the procedure set forth in this Article, the parties may apply to a joint training program in grievance mediation to be conducted by the FMCS under the sponsorship of the Joint Labor Management Team.

Section 6. The Employer may submit a grievance to the Union under the provisions of this Article within 10 calendar days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union in writing at Step Two. The Union shall apply a written answer to the grievance within 10 calendar days of the Step Three meeting or teleconference. If such grievance is not settled, it may be submitted to mediation by mutual agreement or directly to arbitration.

Section 7 To facilitate the efficient and timely administration of this Article, representatives of any party, with mutual agreement, may participate in meetings via telephone.

ARTICLE 18 – NO STRIKES AND NO LOCKOUTS

During the life of this Agreement, the Union shall not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through slowdowns, strikes, work stoppages or otherwise, nor will the Employer engages in any lockouts against any employee covered by this Agreement.

It is agreed that in all cases of unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from unauthorized action of its members. While the Union shall promptly undertake every reasonable means to induce said employees to return to their jobs during such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the employer shall have the sole and complete right of discipline, including the sole and complete right to discharge any employee participating in any unauthorized strike, slowdown, walkout or any other cessation of work.

ARTICLE 19 – UNIFORMS

A. The Employer shall provide for any employee such uniform including protective clothing or any type of protective device that the Employer requires the employee to wear as a condition of employment. Shoes, socks, or stockings, sweaters and belts shall be furnished by the employee at his own expense. The Employer shall provide a \$25 shoe allowance to non-probationary employees at the beginning of the school year. New hires shall be eligible to receive a shoe allowance after successfully passing the probationary period. All employees are required to wear slip-resistant shoes.

B. Maintenance and safeguarding of uniforms is the responsibility of the individual employee.

C. The labor-management Safety Committee, acting in accordance with Article 21, will make recommendations to the Employer regarding the provisions of shoes and other protective gear for employees whose safety is deemed to be jeopardized in the performance of the work assignment.

ARTICLE 20 – SAFETY COMMITTEE

There shall be a Committee known as the General Safety Committee, with a membership of fourteen (14) individuals, one (1) representative appointed by the Union from each unit covered by this Agreement, two (2) Teamster officials, and seven (7) representatives appointed by the Employer, five (5) from the work areas covered by this Agreement and two (2) other employees of Chartwells. Employees will be paid for all time spent in safety Committee meetings. This committee shall meet quarterly (or more often as may be decided by the Committee) for the purpose of promoting maximum employee safety. It will be the function of the General Safety Committee to make recommendations to the Board for the purpose of eliminating and controlling unsafe conditions which are liable to cause injury to employees. Response to these recommendations shall be made within thirty (30) days.

ARTICLE 21 – SAFETY AND HEALTH

Section 1 – Working Conditions

A. The Employer shall provide and maintain safe and healthful working conditions for all employees as required by applicable laws. It is understood that the District may exceed standards established by regulations consistent with the objective set by law. The Employer will make every effort to provide and maintain safe working conditions; the Teamsters Union will cooperate in these efforts by encouraging its members to work in a safe manner and to obey established safety practices and regulations.

B. Matters involving safety and health will be governed by the D.C. Occupational Safety and Health Plan in accordance with Subchapter XXI of the Comprehensive Merit Personnel Act (1980, as amended).

C. The Employer shall furnish and maintain each work place in accordance with standards provided within this Section.

Section 2 – Employees Working Alone

Employees shall not be required to work alone in areas beyond the call, observation or periodic check of others where dangerous chemicals, explosives, toxic gases, radiation, laser light, high voltage or rotary machinery are to be handled, or in known dangerous situations when ever the health and safety of an employee would be endangered by working alone.

Section 3 – Corrective Actions

A. If an employee observes a condition which he or she believes to be unsafe, the employee should report the condition to the immediate supervisor.

B. If the supervisor and employee agree that a condition constitutes an immediate hazard to the health and safety of the employee, the supervisor shall take immediate precautions to protect the employee.

C. If the supervisor and employee do not agree that a condition constitutes an immediate hazard to the health and safety of the employee, the matter may be immediately referred by the employee to the next level supervisor or designee. The supervisor or designee shall meet as soon as possible with the employee and his or her Teamster representative, and shall make a determination.

DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

The Employer shall not require employees to take out on the streets or highways any vehicle or operate any equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other employees until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the employee can see the same.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous condition of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written notice on forms in use by the Employer that a vehicle or equipment is in an unsafe working or operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

A. The Employer shall make first aid kits reasonably available for use in case of on the job injuries. If additional treatment is necessary, the Employer shall arrange immediately for transportation to an appropriate medical facility.

B. The need for additional first aid kits will be an appropriate issue for Safety Committee determination. Recommendations of the Safety Committee will be referred to the appropriate agency officials.

Section 5 – Safety Devices and Equipment

Protective devices and protective equipment shall be provided by the Employer and shall be used by the Employees.

Section 6 – Safety Training

A. The Employer shall provide safety training to employees as necessary for performance of their job.

Issues involving safety training may be presented to the Safety Committee established in Article 20.

B. The Employer shall provide CPR training to all employees who request such training in writing, but the Employer shall not be required to train more than ten (10) employees per fiscal year.

Section 7 – Information on Toxic Substance

A. The Employer shall provide to Teamsters information available to the Employer concerning hazardous toxic substances present at the job site and known to the Employer with which employees are likely to come into contact. The information provided shall include the trade and generic names of the substance, safe levels of exposure, corrective actions in case of accident and emergency treatment.

B. Information concerning toxic substances in current usages shall be provided within 180 days after this Agreement is implemented. Thereafter, information concerning new substances shall be provided to the Teamsters when such substances become known to the Employer.

C. Information concerning toxic substances shall be provided to new employees when they begin work.

Section 8 – Medical Qualifications Requirement

The Employer agrees to abide by the provisions of Chapter 8, Section 848.19 and 848.20 of the D.C. personnel regulations as published in the D.C. Register, Volume 32, April 5, 1985 (32 DCR 1858, 1911).

A. The Employer agrees to provide light duty assignments for employees injured on the job when they request it to the extent that such light duty is available as follows:

1. To be eligible for light duty, the employee must be certified by the employee's attending physician. The certification must identify the employee's impairment(s) and the type of light duty he or she is capable of performing.

2. The employee will be given light duty assignments for which he or she is qualified, initially within his or her own building and classification. If light duty is not available within the employee's building or classification suitable work will be sought elsewhere in the school system.

3. Where there are more requests for light duty than there are light duty assignments, assignments shall be made in the order of seniority.

Section 10 – Excessive temperatures in buildings

Employees, other than those determined by the employer to be essential, shall be released from duty or reassigned to other duties of a similar nature at a suitably temperate site because of excessively hot or cold conditions in the building. This determination will be made by the employer as expeditiously as possible and shall be based upon existing procedures. In lieu of dismissal, the employer may reassign employees to other duties of a similar nature at a suitably temperate site. The cost of authorized transportation will be assumed by the employer.

Administrative leave will be granted if authorized by the Employer or his/her designee.

ARTICLE 22 – LOSS OR DAMAGE

A. Employees shall report any loss, damage, or destruction of school property to the supervisor immediately upon becoming aware of such loss, damage or destruction.

B. Negligent loss or damage of property possessed, controlled or owned by the Employer may result in discipline.

ARTICLE 23 – INCLEMENT WEATHER WORK

Section 1: Any full time employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least eight (8) hours work. Employees who are scheduled for less than eight (8) hours will be assigned to work their regular schedule. If weather conditions do not permit the employee to perform his/her regularly scheduled duties and there is not other work available in line with his/her normal duty, the employee shall be given the option to perform other work or be paid at his/her regular rate for a minimum of four (4) hours and released from duty at his/her election on annual leave or leave without pay. Employees working on snow detail or who are required to shovel snow shall be assigned in the inverse order of seniority.

Any employee designated as an emergency employee by the Superintendent will be paid the applicable straight time rate for the hours they work while the system is closed. These employees will receive compensatory time for the time they worked while the system was closed. Any non-emergency employees who works a full shift during a late opening or early closing day will receive one (1) hour pay in addition to their regular pay.

Section 2 – Reporting Time

During inclement weather where the Superintendent has declared an emergency, employees (other than those designated emergency employees) will be given a reasonable amount of time to report for duty without charge to leave. The employer agrees to dismiss all non-emergency employees when early dismissal is authorized by higher officials during inclement weather. If schools are closed due to inclement weather, the Employer will pay the employee their regular hourly rate of pay times the number of hours they would have normally worked, for a maximum of two (2) days per school year.

ARTICLE 24 – POSITION DESCRIPTION AND CLASSIFICATION

An employee shall be issued a copy of his position description upon assignment and when there is any change in the job description. In those instances where it is not administratively possible at the time of an assignment or change in job description, the employee shall receive his position description within thirty (30) workdays.

ARTICLE 25 – TRAINING AND CAREER LADDER

A. Basic Training

Other than skills necessary to qualify for the position, the Employer agrees to provide each employee with on-site training for the new hires to perform his/her job. Such training shall be provided at the Employer's expense and, if possible during the employee's regular work day. If the employee is required to participate in training outside of regular work hours, the

employee will be compensated in accordance with the law. Training shall be within budgetary constraints.

B. Continued Training Opportunities

The Employer will encourage and assist employees in obtaining career related training and education outside the bargaining unit by collecting and posting current information available on training and educational opportunities. The Employer will inform employees of time or expense assistance the Employer may be able to provide.

C. Career Ladder

The parties recognize and endorse the value of employee training and career ladder programs. Both parties subscribe to the principles of providing career development opportunities for employees who demonstrate potential for advancement. The feasibility of upward mobility and training programs for unit employees shall be a proper subject for labor-management meetings.

D. Experience Verification

When an institution of higher learning provides credit for on the job experience, the Employer will, at the request of the employee, provide pertinent information to verify the employee's experience with the Employer.

ARTICLE 26 – PROMOTIONS

Section 1 – All employees are entitled to have knowledge of promotion policies and procedures.

Section 2 – Management shall retain the sole right to promote employees as provided by law.

Section 3. If an employee is promoted to a new job classification, the employee will serve a probationary period of forty five (45) days. If the employee is removed from the new job during the trial period because either the Employer or the employee feels they cannot satisfactorily perform the work, the employee will be returned to their former job, without loss of seniority, and returned to their original rate of pay

ARTICLE 27 – WORK FORCE CHANGES

A. VACANCIES

Section 1 – Whenever a vacancy occurs, other than a temporary vacancy, in a position to be filled within an occupational unit covered by this Agreement, notice of such vacancy setting forth the grade level, application procedures and the deadline date for submission of applications will be posted for a period of five (5) calendar days on work site bulletin boards and a copy of such notice shall be given to Local 639.

Section 2 – During the posting period indicated in Section 1 of this Article, employees who wish to apply for the vacancy – including employees on layoff – may do so. Vacancies will be filled on the basis of relative ability, knowledge, skills, quality and length of service, as appropriate.

B. TEMPORARY APPOINTMENTS

A temporary appointment is defined as an appointment to fill a temporary position, to fill a continuing position for a temporary period or to provide for maintenance of essential services in situations where normal employment procedures are impracticable.

Employees appointed temporarily to a position shall be paid the wage rate established for the position.

C. DETAILS

Employees detailed to a higher position for more than sixty (60) days shall be paid at a higher rate beginning with the first full pay period after the sixty (60) days detail.

D. REDUCTION IN FORCE

Section 1 – In the event of a layoff (reduction in force), employees shall be laid off in the inverse order of seniority. Temporary employees shall be laid off first, probationary employees shall be laid off second, and permanent employees last.

Section 2 – Permanent employees involved in a layoff (reduction in force) shall be offered positions according to their seniority and for which they are qualified when such position becomes available for a period not to exceed one (1) years from the layoff. Probationary employees involved in a layoff shall be offered positions according to their seniority and for which they are qualified when such positions become available for a period not to exceed six (6) months from the layoff. During such periods, a position which becomes vacant shall be offered first to all permanent employees and then to all probationary employees involved in the layoff who qualifies for such positions before offering the position to a new employee.

E. TRANSFERS

If the Employer mandates an employee transfer, the employee shall not suffer a reduction in hours or rate of pay due to such transfer.

If the Employer requests an employee to work at another school for the day once they have reported to their regular assigned school, the Employer shall pay the employee the equivalent of one roundtrip bus fare on the D.C. public transportation system.

ARTICLE 28 – OVERTIME

All employees covered by this Agreement shall be paid for all time spent in service of the Employer, exclusive of the regular lunch period.

Time and one half (1 ½) shall be paid for all hours worked in excess of forty (40) hours in a week or in excess of eight (8) hours in one day.

ARTICLE 29 – WORK SCHEDULING

A. Employees shall work such overtime as may be requested, except in cases of personal emergency. Overtime shall be distributed as equally as possible among employees based upon operational requirements. Overtime requirements shall be determined by the Employer. Employees shall be notified of such overtime requirements prior to the end of their regular tour of duty except in cases of emergency.

B. Work schedules for all regularly assigned part time employees at a work site shall be posted on the work site bulletin boards at all times.

C. All full time employees shall be granted a meal period during a work shift, in accordance with applicable laws. Whenever possible, the immediate supervisor shall schedule lunch periods near the middle of each shift with due consideration to operational requirements.

D. The Employer has the right to require effective utilization of his/her service from every employee.

III. FORMER EIGHT HOUR CAFETERIA WORKERS

Cafeteria workers, who were formerly assigned to an eight (8) hour tour of duty, will have first preference, on request, to work seven (7) hours tour of duty, if such opportunities arise at their work sites.

ARTICLE 30 – SPLIT SHIFTS

Split shifts are nonnegotiable and will be instituted at the discretion of the Employer.

ARTICLE 31 – LEAVE PROVISIONS

A. GENERAL

Section 1 – Requests for emergency leave shall be answered before the end of the shift on which the request is submitted.

Section 2 – Employees shall be returned from approved extended leave, insofar as possible, to the same or similar position which was held at the time the leave was granted.

Section 3. The continuation of insurance and the division of premium expense for insurance coverage during medical leave is controlled by the guidelines of the District of Columbia Family and Medical Leave Act.

B. ADOPTION LEAVE

All employees shall be eligible for extended leave for periods in excess of thirty (30) days and not to exceed two (2) years for a newly adopted child.

C. ANNUAL LEAVE – CAFETERIA MANAGER AND WORKER UNITS

The parties agree that employee attendance while school is in session is a critical factor for cafeteria employees. However, cafeteria employees will be paid for the winter and spring breaks and the day after Thanksgiving at their regular rate of pay.

The above noted vacation dates are granted in place of regular annual leave.

D. CIVIC DUTY LEAVE

Employees required to appear before a court or other public body on any matter in which they are not personally involved shall be granted a leave of absence with pay unless paid leave is prohibited by Federal or District Regulations or Statutes.

E. EDUCATIONAL LEAVE

Section 1 – After completing one (1) year of service, any permanent employee, upon written request, may be granted a leave of absence, without pay, not to exceed a period of one (1) year for education purposes. This leave of absence may be extended up to one (1) additional year upon written request to the Superintendent or the Superintendent's designee.

Section 2 – Such written requests shall include a plan of the educational work to be undertaken during the period of such leave of absence and shall be subject to approval by the Employer.

F. FAMILY CARE LEAVE

All employees shall be eligible for extended leave for periods in excess of thirty (30) days and not to exceed two (2) years for family care.

G. FUNERAL LEAVE

In the event of a death in an employee's immediate family, namely; spouse, children, brothers, sisters, parents, and parents in law, an employee shall be paid in full for time lost not to exceed four (4) days. In the event of a death of a cousin, aunt, uncle or grandparent, an employee shall be granted one (1) day off with pay to attend the funeral.

H. GRIEVANCE PREPARATION AND HEARING LEAVE

Employees may be granted a reasonable amount of time to prepare and present appeals in connection with adverse actions, grievances and discrimination complaints. Employees are considered in a duty status during grievance and arbitration hearings.

I. JURY DUTY

Section 1 – Employees shall be granted a leave of absence with pay when they are required to report for jury duty or to appear in court as a subpoenaed witness, other than as a litigant, on behalf of the District of Columbia or Federal Government. An employee upon receipt of his first notice concerning possible jury duty shall within two (2) workdays of his receipt of the summons present the notification to his immediate supervisor.

Section 2 – If an employee is excused from jury duty for a half day or more, he shall report to the place of employment.

Section 3 – Any pay received for services as a witness, other than expenses, shall be handled in accordance with applicable policy or law.

J. LEAVE WITHOUT PAY

Section 1 – Any request for leave without pay shall be submitted in writing (on a form to be provided by the Employer) by the employee to his immediate supervisor. The request shall state the reason for the request and the length of time off the employee desires.

Section 2 – Any request for leave without pay shall be answered promptly. If a request for more than one (1) week of leave without pay is disapproved, the immediate supervisor shall return the forms with the reasons for disapproval indicated.

K. MATERNITY/PATERNITY LEAVE

Section 1 -- It is understood that maternity leave for female employees shall be granted with no loss of seniority for such period of time as her doctor shall determine that she is physically unable to return to her normal duties and maternity leave must comply with applicable laws. After an employee has been medically approved to return to her duties, the employee may request additional leave for a period of adjustment or to make arrangements for care of the child. Such additional leave requirements may be taken care of with annual leave or leave without pay.

Section 2 -- Paternity leave, without pay, shall be granted for a male employee whose spouse is pregnant for a period of five (5) workdays commencing from the date of the birth. Annual leave may be used for the five (5) workdays. A male employee may use accumulated annual leave or leave without pay for a period of adjustment or to make arrangements for the care of the child not to exceed two (2) years. An employee, on return from extended paternity leave, shall be reinstated to the same level of the salary schedule as at the beginning of the leave of absence. The employee shall retain the seniority held at the time the leave became effective.

L. MILITARY LEAVE

1. GENERAL

a. Employees who are members of the following reserve components of the armed forces, who as regular full time employees, are serving under appointments which are not temporary, intermittent, when actually employed or part time are authorized military leave:

1. National Guard of the United States
2. Army Reserve
3. Naval Reserve
4. Marine Corps Reserve
5. Air National Guard of the United States
6. Air Force Reserve
7. Coast Guard Reserve

b. Absence from a civilian position for military training or active duty without loss of basic salary is limited to fifteen (15) calendar days during each calendar year regardless of the number of training periods.

c. Non-workdays falling within a period of absence for military training or active duty are charged against the fifteen (15) days of military leave; however, non-workdays occurring at the beginning or end of the training period are not charged. If an absence begins or ends on a Saturday or Sunday, no leave is charged. However, when Saturdays and Sundays are in the middle of the 15 calendar days leave is charged.

d. Military training duty which occurs only on non-workdays will not be counted against military leave.

e. When an employee exhausts the amount of military leave fixed and limited by statute, he/she may be granted any available accrued annual leave to continue military duty without the imposition of dual compensation restrictions.

f. Accrued annual leave or leave without pay may be granted to members of other federal or state military components for training or related purposes, not specifically listed above.

g. Military leave with pay is authorized for employees who are members of the National Guard of the District of Columbia for all days (no limit) of parade or encampment when ordered to active duty by the Commanding General Pursuant to Title 39 of the D.C. Code.

2. PROCEDURE

a. Employees in receipt of military orders are responsible for advising their supervisors as far in advance as possible so that work operations will not be interrupted.

b. A copy of the military orders is to be presented to the supervisor. It will be attached to the Time and Attendance Distributions sheet for forwarding to the Payroll Office.

M. UNION NEGOTIATING COMMITTEE LEAVE

Members of the Union Negotiating Committee, not to exceed four (4) bargaining members, shall upon proper application, be excused without loss of pay for working time spent in negotiations with the Employer or its representatives.

N. VOTING TIME

Employees eligible to vote may be granted a leave of absence on any election day without loss of pay as follows: Where the polls are not open at least three (3) hours either before or after an employee's regular hours of work he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

O. SICK LEAVE

Section 1 – Employees shall start to earn sick leave from their date of hire at a pro-rated rate of one half (1/2) days for each full bi-weekly pay period, and they shall accumulate sick leave.

Section 2 – Any employee, who becomes sick or disabled to the point he is unable to perform his job, or has a scheduled medical or dental appointment, shall be permitted to use accumulated sick leave with no loss of pay in accordance with the Rules of the Employer. Requests for sick leave for medical or dental appointments must be made by the employee to his immediate supervisor as soon as the appointment is known to the employee. If an employee cannot report to work due to illness, he shall notify his immediate supervisor at least by the beginning of the employee's normal workday. If an employee expects to be out sick for more than one (1) days, he shall indicate the expected number of days in his initial request. If he cannot indicate the expected number of days, he shall call in every day at least by the beginning of the work day.

Section 3 – Employees shall be credited for unused sick leave by having such sick leave counted for retirement compensation in accordance with the Employer rules.

ARTICLE 32 – HOLIDAYS RECOGNIZED AND OBSERVED

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day
One Personal holiday
Inauguration Day (every four years)
Any other legal holidays declared by the District Government.
Spring Break (Easter Holiday)
Winter Break (Christmas Holiday)

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

A. HOLIDAY PAY

Eligible employees shall receive holiday pay based upon their regular hourly rate of pay times the number of hours they would have normally worked on the holiday.

If an employee works on any day of the holidays listed above, he shall be paid in addition to his regular rate of pay the rate for the hours worked.

B. COMPUTING OVERTIME

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

C. PERSONAL LEAVE

Each employee shall be entitled to and must take one personal leave day per contract year. These days cannot be carried over.

ARTICLE 34 – PAY PROCEDURES

Section 1 – Salary checks shall be provided via direct deposit.

Section 2 – When there is an administrative error on a salary check the error shall be corrected immediately, unless it is demonstrated in a particular case that this is not administratively possible.

Section 3 – The salaries and wages of employees shall be paid bi-weekly. A payroll deduction slip shall be issued at the same time as wages are paid, when possible. In the event that the payday is a holiday, the preceding day shall be the pay day.

Section 4 – Wage employees covered by this Agreement are entitled to pay at their scheduled rate plus a differential of seven and one half percent (7 1/2%) for regularly scheduled non-overtime work when a majority of their work hours occur between 3:00 pm and midnight; or ten percent (10%) of their scheduled rate if the majority of their work hours occur between 11:00 pm and 8:00 am.

ARTICLE 35 – REST AND CLEAN UP PROCEDURES

A. Cafeteria Worker unit personnel work schedules shall provide for a fifteen (15) minutes rest period for each four (4) hours worked. Rest periods shall be scheduled by the immediate supervisor to insure continuity of operations. Where possible, rest periods shall be scheduled at the middle of each four (4) hours worked. Any employee who is required to work beyond his regular quitting time into the next shift shall receive a fifteen (15) minute rest period before he starts to work on such next shift. In addition, he shall be granted the regular fifteen (15) minute rest period for each four (4) hours worked.

B. Cafeteria workers shall be granted fifteen (15) minutes personal clean up period prior to the end of each work shift.

MANAGEMENT RIGHTS

Section 1. Except as expressly modified by a specific provision of this Agreement, all the authority, rights and powers which the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of this Agreement constitute limitations upon such authority, rights and powers.

Section 2. Examples of the authority, rights and powers which are hereby vested in the Employer, with only such modification as is expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine production requirements and the methods by which such production shall be accomplished; to hire, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Employer's employees; to determine the size of the work force and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move its entire operation or a portion thereof to another location(s); to establish or change rules and safety standards; to establish or change work standards; to establish or change standards of quality and quantity of work; and to determine the creation, continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Employer does not exercise rights reserved to it or if it exercises such rights in a particular way, it shall not be deemed a waiver of the right to exercise such rights or of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

ARTICLE 36 – CONTRACTING OUT

When the contracting out of work is being considered, the Employer shall notify the Union in writing.

ARTICLE 37 – CONFORMITY TO LAW SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute action, if any, shall be subject to appropriate consultation and negotiation between the parties.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 38 – MATTERS NOT COVERED

The parties agree that, by mutual consent, they will consult and negotiate on matters not covered by this Agreement which are proper subject for collective bargaining.

ARTICLE 39 – COMPENSATION

WAGE INCREASES

Former DCPS employees who are employed by Chartwells will not suffer any loss in their hourly wage rate as a result of the transition of food service work from DCPS to Chartwells. These former DCPS employees will be paid at the same wage rate they last received from DCPS; and the wage increases set forth below shall be calculated based upon those rates.

General Wage Increases shall be 3% on October 1st of each year of this contract. Former DCPS employees that are employed with Chartwells at this operation as of the date of ratification shall receive their general wage increase effective October 1, 2008. All non-probationary employees shall be eligible for the minimum wage increase as of October 1, 2009.

ARTICLE 40 HEALTH PLAN

Section 1. The current plan offerings and employee biweekly premium payments are as follows:

Medical Insurance Options	<input type="checkbox"/>	Employee	<input type="checkbox"/>	Employee + 1	<input type="checkbox"/>	Family
Medical Option Network Choice EAE3	<input type="checkbox"/>	\$ per Bi-weekly \$63.81	<input type="checkbox"/>	\$ per Bi-weekly \$126.48	<input type="checkbox"/>	\$ per Bi-Weekly \$189.72
Kaiser Mid-Atlantic H762	<input type="checkbox"/>	\$ per Bi-weekly \$61.63	<input type="checkbox"/>	\$ per Bi-weekly \$123.25	<input type="checkbox"/>	\$ per Bi-Weekly \$184.88
Value Choice 1VPR	<input type="checkbox"/>	\$ per Bi-weekly \$40.80	<input type="checkbox"/>	\$ per Bi-weekly \$83.36	<input type="checkbox"/>	\$ per Bi-Weekly \$114.89
Dental Options	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Dental Option Cigna Standard DE 50.	<input type="checkbox"/>	\$ per Bi-weekly \$0	<input type="checkbox"/>	\$ per Bi-weekly \$0	<input type="checkbox"/>	\$ per Bi-weekly \$10.00
Cigna HMO DHMO	<input type="checkbox"/>	\$ per Bi-weekly \$0	<input type="checkbox"/>	\$ per Bi-weekly \$0	<input type="checkbox"/>	\$ per Bi-weekly \$0
Vision Plan Options	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Vision Plus Plan VSP1	<input type="checkbox"/>	\$ per Bi-weekly \$1.22	<input type="checkbox"/>	\$ per Bi-weekly \$1.75	<input type="checkbox"/>	\$ per Bi-weekly \$3.16
Vision Plus Plan VSP2	<input type="checkbox"/>	\$ per Bi-weekly .0	<input type="checkbox"/>	\$ per Bi-weekly .0	<input type="checkbox"/>	\$ per Bi-weekly .0

The Employer shall absorb the first five percent (5%) increase in health insurance premium costs over the prior year's costs in each year of the Agreement beginning on January 1, 2009. If said premium costs increase more than five percent (5%), individual employees who elect such coverage shall pay any additional increase over the first five percent.

Section 2. Eligible full-time employees will be covered for ten thousand dollars (\$10,000) life insurance.

ARTICLE 41 - RETIREMENT BENEFITS

All members of the bargaining unit shall be entitled to participate in the Company's 401(k) plan. The terms and provisions of that plan are hereby incorporated by reference as part of this Agreement.

ARTICLE 42 - LEGAL AID

The Employer will contribute .05¢ per hour for each hour paid, excluding overtime, to the Teamster Local 639 Public Sector Legal Service Plan for all bargaining unit employees. The Employer shall make quarterly payments within thirty (30) days of the end of each fiscal quarter. The contributions shall change as follows:

October 1, 2009 - .06¢ per hour

October 1, 2010 - .07¢ per hour

October 1, 2011 - .08¢ per hour

ARTICLE 43 - DURATION OF AGREEMENT

This Agreement shall be effective as of October 1, 2008 and shall remain in full force and effect until September 30, 2013. All fiscal terms and conditions contained in this contract shall become effective as of October 1, 2008 unless otherwise stated in individual Contract articles. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty days (180) prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, _____.

For the Company:

Mark Pulicic 12.17.08

For the Union:

Thomas Bittig 11/17/08